



MONMOUTH/OCEAN MULTIPLE LISTING SERVICE
EXCLUSIVE RIGHT TO SELL AGREEMENT OR EXCLUSIVE RIGHT TO RENT/LEASE AGREEMENT

PROPERTY ADDRESS 213 Blaine Ave, Seaside Heights, NJ 08751 TWP OR BORO _____
MAILING ADDRESS (IF DIFFERENT) _____ COMPLEX/SUB-DIVISION _____
OWNER(S) Jennie Tumminello HOME PHONE _____
OWNER'S ADDRESS _____ ALT PHONE _____
LISTING AGENCY Weichert REALTORS LISTING AGENT Lisa Goetz PHONE (609) 638-2234
EMAIL lisagoetzhomes@gmail.com

In consideration of the services to be performed by the Listing REALTOR® (the "Listing Realtor®"), the Owners (meaning one or more owners) hereby grant the Listing REALTOR® the sole and exclusive irrevocable right to sell the real estate and/or business located at 213 Blaine Ave, Seaside Heights, NJ 08751 (Property Address)

at a price of \$ _____, or to lease the property at a monthly rental rate of \$ _____.

The Owners agree to assist and fully cooperate in the sale or lease of the property, including granting the Listing REALTOR® the exclusive right to place his or her sign on the property, advertise the property (including, without limitation, placing the property on internet sites [the "Internet"], including proprietary sites owned by third parties). The Owners represent that this property is not listed in any manner with any other broker or subject to any protection period for any listing agreement with another broker that will not terminate upon the signing of this agreement.

1. The right to sell, lease/rent, shall begin on the 18 day of Oct, 2023 (the Commencement Date) and shall expire on the 17 day of Oct, 2024 (the "Expiration Date") but this agreement is binding on the parties and in full force and effect as of the date it is signed by the parties. Listing Realtor® and Owner agree that no marketing or showing of the property may occur until the Commencement Date. The date of signing through the Expiration Date is called the "Term" of this agreement.
2. The Listing REALTOR® agrees to use his/her best efforts to obtain a buyer or lessee for the property and agrees to register the same with all Participants of the Multiple Listing Service ("MLS"), in accordance with its Rules and Regulations.
3. All persons signing this agreement as Owners represent that they are either owners or authorized by the Owner(s) to sign this agreement, have the legal right to sell, lease, or exchange the property and can and will convey good and marketable title to the property. Owners acknowledge receipt of the Summary of the NJ Law Against Discrimination, as well as the Consumer Information Statement on New Jersey Real Estate Relationships.
4. If before the Expiration Date, a contract for the sale or exchange of the property is executed, regardless of who brought about such sale or exchange (including the Owners), the Owners shall pay a commission of _____ of the sale price to the Listing Realtor®. The commission shall be due and payable upon closing of title. In the event of an exchange, the listing price shall be considered the sale price. Owners agree to refer to the Listing REALTOR® every person or entity who contacts Owners about this listing or the sale or leasing/renting of the property and that all negotiations shall be made through the Listing REALTOR®.
5. If, before the Expiration Date, the property is leased, regardless of who brought about such lease (including the Owners), the Owners shall pay a commission of (choose one): _____ % of the total rent payable during the term of the lease; or _____ month(s) rent. The commission shall be payable (check one) ☐ upon execution of the lease; ☐ in equal monthly installments over the term of the lease. If the tenancy continues beyond the initial term, the Owners shall pay a commission on all renewals or extensions, pursuant to the provisions of the preceding sentences. If during the term of the lease or any extension or renewal thereof, the tenant purchases the property, a commission of _____ % of the sale price shall be paid by the Owners to the Listing Realtor® upon closing of title.
6. If a lease or a contract for the sale or exchange of the property or any other agreement for the transfer of the property is executed within a period of _____ days after the Expiration Date or any extension thereof (the "protection period") to a prospective buyer or lessee that was introduced to the property during the Term of this agreement, the Owners shall pay to the Listing Realtor® a commission as above described, irrespective of when the closing date or commencement date of the lease occurs. However, the Owners shall not be obligated to pay such commission if (a) a bona-fide listing agreement is entered into during the protection period with another licensed real estate broker, and a sale, lease or exchange of the property is made during the protection period and (b) as of the Expiration Date, there is no executed lease or contract of sale then pending.
7. The Owners agree to indemnify and hold harmless the REALTORS® from any claim arising out of personal injuries to a tenant or other persons injured in or on the property.
8. The Owners (check one) ☐ agree to permit ☐ do not agree to permit a lock box to be placed upon the property by the Listing REALTOR®
The Owners (check one) ☐ agree to permit ☐ do not agree to permit the street address of the property to be placed on the Internet.
9. If the property is sold in cooperation with another member of the MLS and a commission is paid, the Listing REALTOR® will retain 5% of the purchase price as his/her part of the commission. Listing REALTOR® offers the following commission to:
Seller's Agent (subagent): 2.25%; Dual Disclosed Agent: 2.25% Buyer's Agent: 2.25% Transaction Broker: 2.25%
10. If the property is leased in cooperation with another member of the MLS, the Listing REALTOR® will retain 1 mo/rent of the rental amount as his/her part of the commission. Listing REALTOR® offers the following lease commission to:
Landlord's Agent (subagent): 1/2 mo rent; Dual Disclosed Agent: 1/2 mo rent Tenant's Agent: 1/2 mo rent Transaction Broker: _____
11. Owners and Listing REALTOR® understand that, if a buyer has been obtained by a Buyer's Agent who has a written Buyer's Agent contract with that Buyer, the Buyer's Agent is representing the Buyer and has no fiduciary responsibility to the Owners or the Listing REALTOR®, regardless of whether the Buyer's Agent participates in the brokerage fee.
12. The Owners agree and acknowledge that the dollar amount of the commission shall be a lien (a legal claim) on the purchase money proceeds derived from the sale of the property. The Owners, by executing this agreement, authorize and direct the party disbursing the closing proceeds to pay to the broker(s) the full commission as set forth above out of the proceeds of the sale, prior to the payment of any funds to the Owners or other lienholders.
13. If the property is taken by condemnation through an eminent domain proceeding while the property is under contract of sale, the Listing Realtor® shall be entitled to a commission at the rate set forth herein on the price paid by the condemning authority.
14. I, Lisa Goetz, as an authorized representative of Weichert REALTORS (Name of Licensee) intend as of this time, to work with you, the Seller, as a: (Name of Brokerage Firm)
☐ Seller's (landlord's) agent only ☐ Seller's (landlord's) agent and disclosed dual agent if the opportunity arises ☐ Transaction broker

Owners agree that this agreement shall be binding on the heirs, executors, administrators, personal representatives, and assignees of the Owners.

REMARKS: _____

DATE: 10/14/23

Witness

Lisa Goetz

Salesperson

[Signature]
Owner, Partner or Corporate Legal Signature

[Signature]
Owner, Partner or Corporate Legal Signature

Accepted by: [Signature]
Listing Broker or Authorized Signature

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT." SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO. THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS. ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF 2% MINUS 0 TO POTENTIAL COOPERATING BROKERS. IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER. BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. NOTHING HEREIN IS INTENDED TO PROHIBIT AN INDIVIDUAL BROKER FROM INDEPENDENTLY ESTABLISHING A POLICY REGARDING THE AMOUNT OF FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION TO BE CHARGED BY THE BROKER IN THIS TRANSACTION.

REVISED 05/2021

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**NEW JERSEY REALTORS® STANDARD FORM OF
INFORMED CONSENT TO DUAL AGENCY
(SELLER)**

©2001, NEW JERSEY REALTORS®, INC.



PROPERTY ADDRESS: 213 Blaine Ave, Seaside Heights, NJ 08751

This Agreement evidences Seller's consent that the Brokerage Firm, as Seller's Agent, may act as a Disclosed Dual Agent in order to represent both Seller and Buyer in the same real estate transaction, and seeks Seller's consent to allow Seller's Agent to act as a Disclosed Dual Agent when the opportunity arises. Seller should be aware that a real estate licensee may legally act as a Disclosed Dual Agent only with Seller's and Buyer's informed written consent.

Seller understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a conflict of interest in that both Seller and Buyer may intend to rely on the Seller's Agent's advice, and their respective interests may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Seller's Agent will not represent the interests of Buyer to the exclusion or detriment of the interests of a Seller; nor will Seller's Agent represent the interests of Seller to the exclusion and detriment of the interests of Buyer.

As a Disclosed Dual Agent of both the Seller and the Buyer, Seller's Agent will be working equally for both parties to the real estate transaction and will provide services to complete the transaction **without** the full range of fiduciary duties ordinarily owed by an agent who represents Seller alone, or the Buyer alone. In the preparation of offers and counteroffers between Seller and Buyer, Seller's Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the Seller or Buyer in a fiduciary capacity. By consenting to this dual agency, Seller is giving up the right to undivided loyalty and will be owed only limited duties of disclosure by the Seller's Agent.

For example, Seller acknowledges that Seller's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Seller or Buyer any confidential information which has been, or will be communicated to Seller's Agent by either of the parties to the transaction. Moreover, Seller's Agent is not permitted to disclose (without the express written permission of the Seller) to the Buyer that such Seller will accept a price less than the full listing price. Nor will Seller's Agent disclose (without the express written permission of the Buyer) to the Seller that Buyer will pay a sum greater than the price offered by Buyer. It is also impermissible for Seller's Agent to advise or counsel either the Seller or Buyer on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.

Seller acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

I, Lisa Goetz AS AN AUTHORIZED REPRESENTATIVE OF

(Name of Licensee)

Weichert REALTORS INTEND, AS OF THIS TIME, TO WORK WITH

(Name of Firm)

YOU (SELLER) AS A SELLER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

If Seller does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought before signing.

By signing below, Seller acknowledges that Seller has read and understood this Informed Consent to Dual Agency and gives consent to Seller's Agent to act as a Disclosed Dual Agent.

[Signature]
SELLER'S SIGNATURE

SELLER'S SIGNATURE

10/14/23
DATE

Weichert REALTORS

BROKERAGE FIRM

65 S Main St

ADDRESS

Yardley PA 19067

CITY, STATE/ZIP CODE

[Signature]
SALESPERSON'S SIGNATURE





State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
31 CLINTON STREET, 3RD FLOOR
NEWARK, NJ 07102

ANDREW J. BRUCK
Acting Attorney General

PHILIP D. MURPHY
Governor
SHEILA Y. OLIVER
Lt. Governor

TO: Property Owners

FROM: Andrew J. Bruck, Acting Attorney General, State of New Jersey
Rosemary DiSavino, Deputy Director, NJ Division on Civil Rights

DATE: December 2021

SUBJECT: Housing Discrimination Laws

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The New Jersey Real Estate Commission (REC) requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (LAD) and the Fair Chance in Housing Act (FCHA) (effective January 1, 2022).

Law Against Discrimination:

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, religion, national origin, ancestry, pregnancy or breastfeeding, sex, gender identity or expression, sexual orientation, familial status (defined as having a person under custody of a child under age 18 or being pregnant), disability, liability for service in the Armed Forces of the United States, marital status, civil union status, or domestic partnership status. It is also illegal to discriminate against a prospective or current buyer or tenant because of any source of lawful income to be used for rental or mortgage payments. And it is illegal to make, print, or publish any statement, including print advertisements and online postings, expressing any preference, limitation, or discrimination based on any of those protected characteristics.

The LAD applies to a wide range of activities, such as advertising, selling, renting, leasing, subleasing, assigning, and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

The prohibition on discrimination based on source of lawful income means, for example, that a landlord cannot reject a prospective tenant because they intend to pay with subsidies or vouchers provided by federal, state, or local rental-assistance programs including Section 8 housing choice vouchers, COVID-19 Emergency Rental Assistance Program (CVERAP),



<http://www.njcivilrights.gov>
New Jersey is an Equal Opportunity Employer



- on a criminal history inquiry conducted by a vendor or outside person or entity that is conducted in violation of the FCHA if it failed to take reasonable steps to ensure compliance.
- Housing providers are prohibited from discriminating against those with criminal records in any advertising, notices, or publications. They also cannot require applicants to submit to drug or alcohol testing, or to provide information from a treatment facility.

Penalties. If you violate the FCHA, you may be subject to penalties up to \$1,000 for a first violation within five years of the complaint, up to \$5,000 for a second violation within five years of the complaint, and up to \$10,000 for two or more violations within seven years.

Other remedies. DCR may also authorize other remedies depending on the circumstances.

For more information about the LAD, the FCHA, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please visit www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. DCR has a number of fair housing fact sheets that are available at <https://www.nj.gov/oas/der/housing.html>. Thank you.

Andrew J. Bruck
Acting Attorney General

Rosemary DiSavino
Deputy Director, Division on Civil Rights

DATE: 10/15/23

Licensed Broker or Salesperson:

Lisa Goetz

Print name

Signature

Property Owner:

Jennie Tumminello

Print name

Signature